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# Agenda Item Form

Agenda Date: July 13, 2004

Districts Affected: District 1

Dept. Head/Contact Information: Byron Johnson, Director of Purchasing

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                                 | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                           | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                               | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                                      | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Request for Professional Services.</u> |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: General Operating Funds, Appraisal Services

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): None      ☐ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To comply with the Planning, Research, and Development Department's request for appraisal services for a portion of Ethel Road. The appraisal of this property is needed to comply with a request by Tropicana Homes to vacate a portion of Ethel Road in order to incorporate a right -of-way for their residential development project.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Generates additional revenue for the City of El Paso.

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

None

DATE: July 7, 2004

TO: Municipal Clerk

FROM: Byron E. Johnson, C.P.M.  
Director of Purchasing x 4313

THRU: Aurora Wells  
Interim Bid Clerk ext. 4038

CITY OF EL PASO, TEXAS

JUL 14 PM 12 58

*Byron E. Johnson*

Please place the following item on the **CONSENT** agenda for the Council Meeting of **JULY 13, 2004.**

Item should read as follows:

That the Mayor be authorized to sign an appraisal services agreement, pursuant to requirements set forth in 19.44 of the City of El Paso Municipal Code, with RALPH SELLERS & ASSOCIATES, for the appraisal of a 3.12 acre portion of Ethel Road, as more fully described in such appraisal services agreement as made part of City street vacation application SV04003 in the amount of \$1,500.00. Funding from General Operating Fund – Appraisal Services (01101-99010273-502101). District 1.

Contact person: Alfonso Guerrero, Interim Procurement Analyst at 541-4654.

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AGENDA FOR: **JULY 13, 2004**

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PURCHASING DEPARTMENT

DATE: July 7, 2004  
TO: Municipal Clerk  
THRU: Byron E. Johnson, Director  
PURCHASING DEPARTMENT – X4313  
FROM: Alfonso Guerrero Jr.  
Procurement Analyst – X4654

*Byron E. Johnson*

*AG*

Please place the following item on the Consent Council Agenda for the  
Council Meeting of **July 13, 2004.**

That the Mayor be authorized to sign an appraisal services agreement, pursuant to requirements set forth in 19.44 of the City of El Paso Municipal Code, with RALPH SELLERS & ASSOCIATES, for the appraisal of a 3.12 acre portion of Ethel Road, as more fully described in such appraisal services agreement as made part of City street vacation application SV04003 in the amount of \$1,500.00. Funding from General Operating Fund – Appraisal Services (01101-99010273-502101). District 1.



**CITY OF EL PASO, TEXAS  
PLANNING, RESEARCH AND DEVELOPMENT DEPARTMENT**

**June 28, 2004**

**TO:** Byron Johnson, Director of Purchasing  
**FROM:** Rudy Valdez, Chief Urban Planner  
**SUBJECT:** Recommendation for Sellers & Associates

The Planning Department has reviewed the qualifications received from the two responsive firms for appraisal services required in connection with the vacation of a portion of Ethel Road (located in Northwest El Paso). Tropicana Homes is requesting the vacation of the roadway in order to incorporate the right-of-way within portion of their residential development. Based on the review of qualifications, Sellers and Associates was selected as the appraisal firm. Their subsequent submittal indicating a cost of \$1,500 and time being of the essence to complete the appraisal is also acceptable.

Appraisal is for portion of Ethel Road generally located north of Montoya Road, east of Doniphan Drive and west of Interstate 10. Please let the appraiser know that the appraisal will need to reflect that the road is to be appraised as a right-of-way easement and not fee simple ownership.

Funding for the appraisal contract is in Account 502101, Fund 01101 and Dept ID 99010273

Should you require further information you may reach me at 541-4635.

# RWS

**RALPH SELLERS & ASSOCIATES**

200 Bartlett, Suite 115 • El Paso, TX 79912  
915-581-1508 • Fax 585-2327

Curtis R. "Pete" Sellers, GAA, TX & NM St. Cert.  
Sharon Monsen, TX & NM St. Cert.  
Beverly Sellers, TX St. Cert.

June 17, 2004

Mr. Alfonso Guerrero, Jr.  
Procurement Analyst  
Purchasing Department  
P. O. Box 1919  
El Paso, Texas 79999  
Via E-mail [guerreroap@elpasotexas.gov](mailto:guerreroap@elpasotexas.gov)

Reference: A 3.12 $\nabla$  acre portion of Ethel Road right-of-way, El Paso, El Paso County, Texas

Dear Mr. Guerrero:

Thank you for the opportunity to submit a fee quote to appraise the above captioned property. It is my understanding the purpose of the appraisal is to estimate the market value of the fee simple interest. It is assumed the definition of market value you require is that used by agencies which regulate federally insured financial institutions. The use of the appraisal is to assist in the possible acquisition of subject for use for a fire station. The appraisal assignment will be in compliance of FIRREA and USPAP.

It is understood time is of the essence. Therefore, our fee to appraise this property will be \$1,500. Delivery of four original complete appraisal reports in a summary format on the property will be within five business days from our receipt of your authorization to proceed

If you have any questions, please feel free to call me. Thank you again for this consideration.

Respectfully,

Curtis R. "Pete" Sellers, GAA



June 15, 2004

Mr. Curtis R. Sellers  
Ralph Sellers and Associates  
200 Bartlett, Suite 115  
El Paso Texas 79912  
Via Facsimile: 915-585-2327

REF.: Request for Fee Quote for Appraisal Services for 3.12+/- acre portion of  
Ethel Road right-of-way, El Paso Texas

Dear Mr. Sellers:

The City of El Paso has reviewed and evaluated the qualifications submitted by participating appraisal companies and has selected your firm to perform appraisal services to establish the fair market value for the property cited.

Please provide the City with your fee quote and the appraisal completion time. As in all appraisals, time is of the essence and will be highly considered with your fee quote by City staff. Expedition of the appraisal process is of the utmost priority.

Please provide your quote as soon as possible. Send your quote to the attention of Alfonso Guerrero Jr. , 2 Civic Center Plaza 7<sup>th</sup> Floor, Purchasing Department, Fax: 915-541-4347, e-mail: [guerreroap@elpasotexas.gov](mailto:guerreroap@elpasotexas.gov). Quote may be received by mail, fax, e-mail, or hand delivery.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfonso Guerrero Jr.", is written over a horizontal line.

Alfonso Guerrero Jr.  
Procurement Analyst  
City of El Paso  
Ph: 915-541-4654



PURCHASING DEPARTMENT  
P.O. BOX 1919  
EL PASO, TEXAS 79999-1919  
Ph: (915) 541-4308 Fax: (915) 541-4347

## **REQUEST FOR FIRM QUALIFICATIONS**

The City of El Paso requires appraisals to establish the fair market value of the property listed below:

### **(Portion of Ethel Road right-of-way. Tract containing 3.12 acres, more or less.)**

Please furnish this office with your firm's qualifications for evaluation. Your standard appraisal qualifications are adequate. Please note that the selection of a firm will be based on these qualifications. Firm qualifications should include the following:

Please describe your business. Where is your business office located? How many years has your company been in the Real Estate Appraisal business? How many people are on your staff and what are their roles?

What familiarity and expertise do you and/or the members of your appraisal firm has in the El Paso real estate market?

What property types do you and/or your firm has the most appraisal experience? (Commercial, residential, industrial . . .)

Is your appraisal firm registered as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), or a HUB (Historically Underutilized Business)?

Provide at least three (3) references, preferably within El Paso County, that can attest to the quality and variety of services provided by your firm. Please include a contact name and telephone number with each reference.

Additionally, please submit a resume of qualifications for you and your appraisal staff citing the following criteria as they pertain to your specific situation:

1. Professional designations.
2. Organizations affiliated with, either directly or indirectly, in relation to the appraisal profession.
3. Educational background, including recognized course work specifically in the real estate field.
4. Experience regarding the property types to be appraised, expert witness in eminent domain proceedings, and before and after appraisal for just compensation.
5. Geographic area of expertise.
6. Experience in performing Review Appraisals.

Please provide your qualifications to my attention **no later than noon (12:00 pm) June 15, 2004**. You may provide your qualifications to my attention, via facsimile, at 915-541-4347 or e-mail [guerreroap@elpasotexas.gov](mailto:guerreroap@elpasotexas.gov). If you have any questions or require additional information regarding this matter, please call me at 915-541-4654.

Sincerely,  
Alfonso Guerrero, Jr.  
Procurement Analyst



**CITY OF EL PASO, TEXAS  
PLANNING, RESEARCH AND DEVELOPMENT DEPARTMENT**

**M E M O R A N D U M**

✓ **TO:** Byron Johnson, Director of Purchasing

**FROM:** Rudy Valdez, Chief Urban Planner

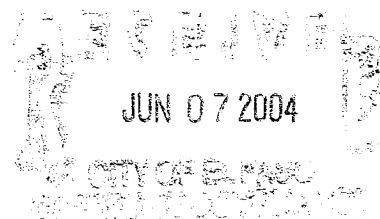
A handwritten signature in dark ink, appearing to read "Rudy Valdez", is written over the "FROM:" line.

**DATE:** June 7, 2004

**SUBJECT:** Street Vacation-Portion of Ethel Road

Attached for your review and information are copies of the application, survey map and metes and bounds and location map for the proposed vacation of portion of Ethel Road. The applicant is Tropicana Homes Inc. Please prepare the necessary paper work in order to obtain the appraisal of the property so that we can then proceed to City Council with the ordinance to vacate the subject right-of-way. If you can also let me know what the cost of the appraisal so that we can obtain the monies prior to conducting the appraisal. If you should need any additional information please call me at X4635.

Cc: Matt Watson, Assistant City Attorney







APPLICATION FOR VACATION OF PUBLIC EASEMENTS  
AND RIGHTS-OF-WAY

DATE March 8, 2004

1. APPLICANTS NAME Tropicana Homes Inc. 5104003  
ADDRESS 4655 Cohen Drive ZIP CODE 79924 TELEPHONE 915-821-3550

2. Request is hereby made to dedicate the following: (check one)

Street ☒ Alley ☐ Easement ☐ Other ☐

Street Name(s) Ethel Road Subdivision Name Sunset View Unit Three

Abutting Blocks \_\_\_\_\_ Abutting Lots \_\_\_\_\_

3. Reason for the vacation request: To allow ETHEL RD TO BE PART OF SUNSET VIEW #3

4. Surface Improvements located in subject property to be dedicated:

None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles \_\_\_\_\_ Fences/Walls \_\_\_\_\_ Structures \_\_\_\_\_

5. Underground Improvements located in subject right-of-way:

None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☒ Sewer ☒ Storm Drain ☐ Other ☐  
**VACATION REQUEST**  
**TO BE CONSIDERED BY THE**  
**CITY PLAN COMMISSION**  
**RECOMMENDATIONS CONCERNING**  
**THIS PLAT MUST BE FILED BY:**

6. Future use of the vacated right-of-way:  
Yards ☐ Parking ☐ Expand Building Area ☒ Replat with abutting Land ☐ Other ☐

7. Related applications, which are pending (give name or file number): Sunset View Unit Three

Zoning \_\_\_\_\_ Board of Adjustment \_\_\_\_\_ Subdivision ☒ Building Permits \_\_\_\_\_ Other \_\_\_\_\_

APR 16 2004

8. Signatures: All owners of properties which abut the property to be dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature

Legal Description/Address

Telephone Number

S.A. & M. G. R. Co. Survey No. 266  
(tract 4A)

915-587-7712

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted, will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

FEE AMOUNTS:

☐ Easement Vacation \$342.60  
☒ Street, Alley, Other Rights-of-Way Vacation \$571.00

CASHIER'S VALIDATION

Signed By:

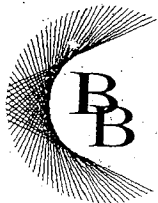
[Signature]  
Land Owner/Applicant/Agent

Date

March 12, 2004

SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

03136



# BROCK & BUSTILLOS INC.

CONSULTING ENGINEERS  
LAND SURVEYORS  
(Formerly Faught & Associates)

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

OSCAR V. PEREZ  
Vice President

ISAAC CAMACHO, P.E., R.P.L.S.  
Survey Manager

March 05, 2004

## LEGAL DESCRIPTION OF A 3.12 ACRE TRACT

A tract of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as portion of Ethel Road right-of-way and being more particularly described as follows, to wit:

**BEGINNING** at a 5/8" rebar with "SLI" survey cap found at the intersection of the west right-of-way line of Ethel Road and the south boundary line of the Nellie D. Mundy Survey No. 241 for the northwest corner of the tract herein described, identical to the northeast corner of Tract 1, W. H. Lenox Survey No. 432;

**THENCE**, leaving the west right-of-way line of Ethel Road and following the south boundary line of the Nellie D. Mundy Survey No. 241, **South 89°54'40" East, 60.00'** feet to the intersection of the east right-of-way line of Ethel Road and the south boundary line of the Nellie D. Mundy Survey No. 241 for the northeast corner of the tract herein described, identical to the northwest corner of Sunset View Subdivision as recorded in Book 76, Page 65, El Paso County Plat Records;

**THENCE**, leaving the south boundary line of the Nellie D. Mundy Survey No. 241 and following the west boundary line of said Sunset View Subdivision and continuing along the west boundary line of Tract 4A, S. A. & M. G. Railroad Company Survey No. 266, **South 00°00'00" East, 2259.13 feet** to a 1/2 inch rebar with survey cap No. TX1978 found at the intersection of the east right-of-way line of Ethel Road and the northerly right-of-way line of Montoya Lane for the southeast corner of the tract herein described, identical to the southwest corner of said Tract 4A;

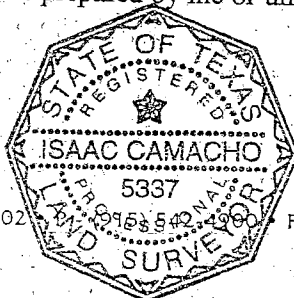
**THENCE**, leaving the east right-of-way line of Ethel Road and following the northerly right-of-way line of Montoya Lane, **South 78°41'00" West, 61.19 feet** to a 1/2 inch rebar with survey cap No. TX5337 found at the intersection of the west right-of-way line of Ethel Road and the northerly right-of-way line of Montoya Lane for the southwest corner of the tract herein described, identical to the southeast corner of Tract 1A, J.L. Johannsen Survey No. 185,;

**THENCE**, leaving the northerly right-of-way line of Montoya Lane and following the east boundary line of said Tract 1A and continuing along the east boundary line of Tract 8, S. A. & M. G. Railroad Company Survey No. 265 and the east boundary line of said Tract I, W. H. Lenox Survey No. 432, **North 00°00'00" West, 2271.23 feet** to the point of beginning;

Said tract containing **3.12 acres**, more or less, and being subject to easements of record.

I hereby certify that this description was prepared by me or under my supervision.

Isaac Camacho  
Isaac Camacho, TX RPLS No. 5337



## STAFF REPORT

*File #:* SV04003 Street Vacation – Ethel Road

*Subdivision Name:* Proposed Sunset View #3 & #4

*Type Request:* Street Vacation Request

*Property Owner:* The City of El Paso

*Surveyor:* CEA Engineering Group

*Representative:* Jorge Azcarate

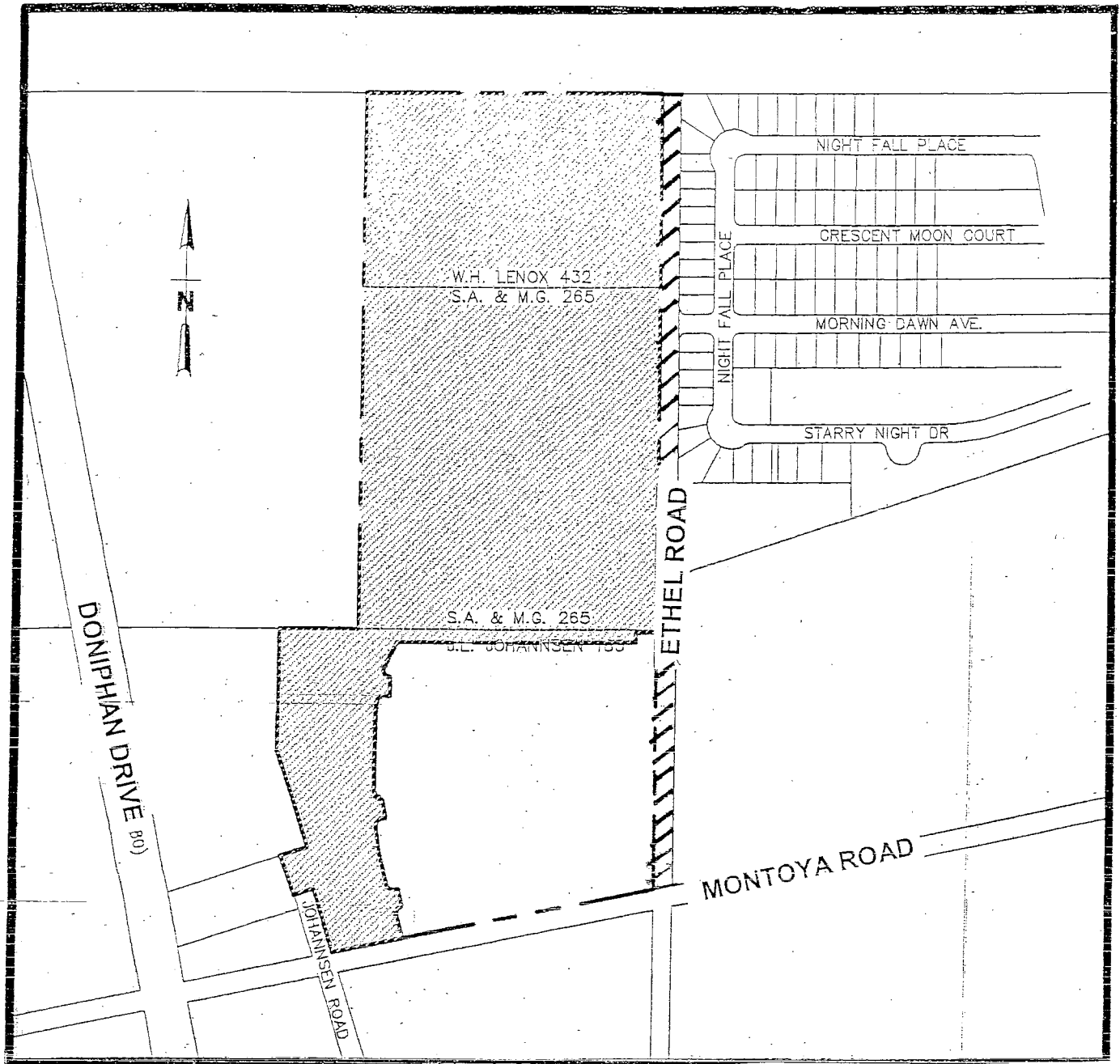
*Location:* South of Artcraft Road and East of Doniphan Road


*Representative District:* 1

*Planning Area:* Northwest

CITY PLAN COMMISSION HEARING, MAY 6, 2004  
1:30 P.M., COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL

**ITEM # 12**



	<p>SCALE</p>	<p>GENERAL LOCATION MAP</p>	<p>SV04003 Ethel Street Vacation</p>
<p>NORTH</p>	<p>NOT TO SCALE</p>		

Street Vacation Case #: SV04003 - Vacation of a portion of Ethel Road, located adjacent to Sunset View Subdivision Unit 1 and W.H. Lenox Survey No. 432, S. J. Larkin Survey No. 266, J. L. Johannsen Survey No. 185, and S.A. & M.G. R.R. Co. Survey No. 265, City of El Paso, El Paso County, Texas.

**GENERAL INFORMATION:**

The applicant is proposing to vacate the northern 2, 259 feet of Ethel Road beginning at Montoya Road. The applicant is proposing to incorporate the right-of-way within a proposed residential development, which will include a parksite.

**STAFF RECOMMENDATION:**

The Development Coordinating Committee unanimously recommended **APPROVAL** of the vacation of the street right-of-way subject to the following conditions and recommendations:

**Engineering Department Comments and Requirements::**

Coordinating any drainage concerns and requirements for drainage easements with City Engineering.

**El Paso Water Utilities Comments:**

**Water:**

Along Ethel Road there is an existing eight (8) inch diameter water main. The length of this main is approximately 1,400 linear feet.

**Sanitary Sewer:**

Along Ethel Road there is an existing eight (8) inch diameter sanitary sewer main. The length of this main is approximately 700 linear feet.

**General:**

Due to the proposed Ethel Road vacation, the above described existing water and sanitary sewer mains will be relocated. As a result of the relocation process, portions of the water and sanitary sewer mains will be abandoned. The abandonment process shall be performed to the El Paso Water Utilities – Public Service Board (EPWU-PSB) standards/requirements. The portions of the described water and sanitary sewer mains located outside and north of the portion of Ethel Road proposed to be vacated are to remain active.

EPWU-PSB understands that the portion of Ethel Road to be vacated will be developed and is to become privately-owned residential property. The portions of the existing water mains, sanitary sewer mains, and appurtenances to be abandoned shall become the property of the Owner/Developer. In the event that the Owner/Developer decides for the abandoned water mains, sanitary sewer mains and appurtenances to remain in place, the Owner/Developer shall assume all responsibility for the existence of the abandoned mains within the privately-owned property. EPWU-PSB shall not be responsible for the abandoned water mains, sanitary sewer mains, and appurtenances within private property.

The portion of the sanitary sewer mains to be abandoned is to be cleaned to EPWU-PSB requirements. The top portion (the cone) of the manholes to be abandoned are to be removed and backfilled. The manholes to be abandoned are to be cleansed and backfilled to EPWU-PSB requirements. The Owner/Developer is requested to coordinate with EPWU-PSB.

All costs associated with the abandonment of the described mains and appurtenances shall be borne by the applicant. In addition to this, the applicant shall be responsible for all depreciation costs associated with the abandonment process.

The El Paso Water Utilities requires a finalized set of improvement plans including drainage and grading plans to initialize the design of the water and sanitary sewer main extensions to serve subject subdivision. The owner is responsible for the costs of any necessary on-site & off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances. Furthermore, application for services for subject subdivision must be made in conjunction with the request for water and sanitary sewer main extensions. The improvement plans should include a site plan, a utility plan, grading & drainage plans, landscaping plan (if applicable), the legal description of the property, and a certificate-of-compliance which are required at the time of application. The certificate-of-compliance can be obtained on the 2nd floor at City Hall.

The El Paso Water Utilities does not object to the proposed vacation.

#### Utility Companies:

Coordinating with all utility companies with regard to any potential utility services located within the proposed right-of-way to be vacated. Relocation of any services will be done at the owner's expense.

**NOTE TO PROPERTY OWNER: CITY PLAN COMMISSION POLICY REQUIRES THAT THE APPLICANT OR HIS REPRESENTATIVE BE PRESENT AT THE PUBLIC HEARING FOR THIS ITEM. IF YOU HAVE ANY QUESTIONS CONCERNING THIS REPORT, PLEASE CONTACT THE DEPARTMENT OF PLANNING AT 541-4635.**

## RESOLUTION

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an appraisal services agreement, pursuant to requirements set forth in 19.44 of the City of El Paso Municipal Code, with RALPH SELLERS & ASSOCIATES, for the appraisal of a 3.12 acre portion of Ethel Road, as more fully described in such appraisal services agreement as made part of City street vacation application SV04003.

**ADOPTED** this 13<sup>th</sup> day of July, 2004.

THE CITY OF EL PASO

ATTEST:

---

Joe Wardy  
Mayor

---

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

---

Matt Watson  
Assistant City Attorney

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Byron Johnson  
Director of Purchasing

STATE OF TEXAS     )  
                                      )  
EL PASO COUNTY     )

## APPRAISAL SERVICES AGREEMENT

**THIS AGREEMENT**, entered into this **13<sup>th</sup>** day of **JULY, 2004**, by and between **THE CITY OF EL PASO, TEXAS**, a municipal corporation, hereinafter referred to as the "City", and **RALPH SELLERS & ASSOCIATES**, hereinafter referred to as the "Appraiser,"

### WITNESSETH:

**WHEREAS**, the City desires the Appraiser to furnish the City with an appraisal of a *portion of Ethel Road, located adjacent to Sunset View Subdivision Unit 1 and W.H. Lenox Survey No. 432, S.J. Larkin Survey No. 266, J.L. Johannsen Survey No. 185, and S.A. & M.G. R.R. Co. Survey No. 265, City of El Paso, El Paso County, Texas*, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally; and

**WHEREAS**, the services to be provided under this Agreement are necessary to comply with the El Paso Municipal Code;

**NOW, THEREFORE**, the City and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1. Term of Agreement. The term of this Agreement for appraisal services shall begin on the date of approval by the City Council of the City of El Paso.

ARTICLE 2. Property to be Appraised. A description of the real property and the interest therein to be appraised are set forth in Exhibit "A" attached hereto and hereby made a part of this Agreement.

ARTICLE 3. Purpose and Basis of Valuations.

3.1 Purpose and Significance of Appraisals. The appraisals to be furnished under this Agreement are required by the El Paso Municipal Code in connection with the vacation application for the property described herein to determine the market value of the city's interest in the public right-of-way. The Appraiser shall be guided by those objectives of the City when estimating values and when making his investigations and studies and analyzing the property and the evidences of its value. Appraisal reports will be reviewed carefully by the City. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and his analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how he reached his valuation conclusions.

3.2 Date of Valuation. The Appraiser's valuation shall be as of the date the application is accepted by the subdivision coordinator for the property described as a *portion of Ethel Road, located adjacent to Sunset View Subdivision Unit 1 and W.H. Lenox Survey No. 432, S.J. Larkin Survey No. 266, J.L. Johannsen Survey No. 185, and S.A. & M.G. R.R. Co.*



*Survey No. 265, City of El Paso, El Paso County, Texas*, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally; and

ARTICLE 4. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:

4.1 Appraisals. Appraise the real property described in Article 2 of this Agreement and prepare and deliver to the City within twenty (20) business days of the date of this Agreement Complete Appraisal Reports for the two properties in three (3) copies for each appraisal conforming to the provisions of this Agreement.

4.2 Property Inspection. Personally inspect the property, including all buildings, structures, improvements, fixtures, appurtenances, and other elements of value thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a parcel by an unrecorded contract of sale or otherwise, the Appraiser shall furnish separate reports for each separately owned portion of the parcel.

4.3 Valuation Data. Make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal reports to be furnished under this Agreement.

ARTICLE 5. Contents of Appraisal Reports. The appraisal reports to be furnished by the Appraiser to the City in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal reports on the real property shall consist of a cover sheet as provided in Paragraph 5.1, followed by a report furnishing the Appraiser's opinions and conclusions and the data and analyses on which they are based. This report shall include:

5.1 Appraisal Summary. A cover sheet headed "Appraisal Report for the City of El Paso and its Agents", which may be a printed form, completed to provide the following:

- a. Project name: **Vacation of a portion of Ethel Road**
- b. A date of report.
- c. Legal description of the property and the name of each owner.
- d. Date or dates of the Appraiser's inspection of the property.
- e. The Appraiser's estimate of the market value of the property.
- f. The certifications of the Appraiser, (1) that he personally made a thorough inspection of the property; (2) that, to the best of his knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted; (3) that neither his employment nor his compensation is contingent on the valuation reported; and (4) that he has no past, present or prospective

interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.

- g. A certification that, in the Appraiser's opinion, the market value of the property is an amount to be stated as of the date of valuation determined in accordance with Paragraph 3.2 of this Agreement.
- h. The signature of the Appraiser.

5.2 Legal and Title Matters Affecting Value. Report of any official citations or personal observations by the Appraiser of any condition or occupancy of the property in violation of law, and any other legal or title matters affecting the available lawful uses or the value of the property, including environmental laws.

5.3 Highest and Best Use. The Appraiser's opinion as to the highest and best use for the property.

5.4 Property Valuation and Appraisal Analyses. The opinion of the Appraiser as to the market value of the property. The appraisal reports shall contain a description of the reasoning process used by the Appraiser in reaching his conclusion as to value and all data and analyses needed to explain and support his valuation.

- a. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser.
- b. The Appraiser's evaluation of the indications of value deduced from his separate analyses of the various evidences of value and an explanation of how he reached his final conclusion as to the market value of the property.

ARTICLE 6. Services to be Provided by City. The City agrees to furnish the Appraiser the following:

6.1 Parcel Map. A map or plat, based on official records, of the property described in Article 2 hereof, showing the boundaries and dimensions of each parcel to be appraised.

6.2 Ownership Data. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of each parcel as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

6.3 Legal Advice. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the City's interest in the property to be appraised.

ARTICLE 7. Payment In consideration of the undertakings and agreements on the part of the Appraiser contained in this Agreement, the City agrees to make payment to the Appraiser upon

satisfactory completion by the Appraiser of services to be provided hereunder and the submission to the City of the properly certified invoices therefor, as follows:

For appraisal services and reports furnished by the Appraiser and accepted by the City, the City agrees to pay an amount not to exceed ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$1,500.00), which shall constitute full payment to the Appraiser for all of said services and for all supplies, materials and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in, or in connection with, the performance of said services.

ARTICLE 8. Representations and Agreements of Appraiser. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

8.1 Solicitation or Procurement of Agreement. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

8.2 Interest of Appraiser and Appraiser's Employees. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in any property described in Article 2 hereof or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest, and until such property is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

8.3 Services to be Confidential. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person other than to the duly authorized representatives of the City without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of his staff or organization divulges any information concerning such appraisals or services, except as provided above.

8.4 Facilities and Personnel. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of a property appraised under this Agreement, the employment of such person or persons for such purpose shall not place the City

under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

8.5 Assignment. The Appraiser's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due or to become due hereunder to a bank or financial institution. This agreement may be assigned by the City to any corporation, agency or instrumentality having authority to accept the assignment.

8.6 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the City.

8.7 Records. The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the property covered by the report is conveyed, or its conveyance is abandoned by the City, whichever is later.

8.8 Compliance with Local Laws. The Appraiser shall commit no trespass on any public or private property in the performance of the work embraced by this agreement. The Appraiser shall comply with all applicable state and local laws.

8.9 Law Governing Agreement. For the purpose of determining place of agreement and the law governing same, this agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

8.10 Entire Agreement. This Agreement constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

8.11 Independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Appraiser, and the Appraiser shall be deemed at all times to be an Independent Contractor.

8.12 Affidavits of Compliance. The Appraiser will, if requested by the City, furnish the City with affidavits certifying as to compliance with any or all of the provisions of this Agreement.

ARTICLE 9. Changes. The City, at any time by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under this agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall be made in the provisions of this agreement for payments to the Appraiser or for the time for performance of the services, or for both, and this Agreement shall be modified by agreement of the parties accordingly.

ARTICLE 10. Termination of Agreement for Cause. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written

notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

ARTICLE 11. Interest of Members of City. No member of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, his personal interests. No such member and no other officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 12. Notices. Any action, notice or request taken, given or made by the City hereunder may be taken, given or made by the City or such other person or persons as the City may, by written notice to the Appraiser, designate for such purpose. All notices given or made to the Appraiser hereunder shall be deemed to be duly and properly given or made if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given or delivered to the City hereunder shall be deemed to be sufficiently given or delivered if mailed, postage prepaid, to:

Office of the Mayor  
City of El Paso  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

or to such representative or address as the City may designate to the Appraiser in writing. Those to the Appraiser shall be sent to:

Ralph Sellers & Associates  
200 Bartlett Drive, Suite 115  
El Paso, TX 79912

**IN WITNESS WHEREOF**, the City and the Appraiser have executed this Agreement on or as of the date first written above, but said Agreement shall be effective as of the date of approval by City Council as written in Article 1 hereinabove.

(Signature Page Follows)

THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

*Matt Watson*  
Matt Watson  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Byron Johnson*  
Byron Johnson  
Director of Purchasing

**RALPH SELLERS & ASSOCIATES**

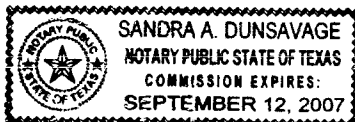
By: *Curtis R. Sellers*  
Curtis R. "Pete" Sellers, GAA

Acknowledgment

THE STATE OF TEXAS     )  
                                      )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this 9th day of July,  
2004, by CURTIS R. "PETE" SELLERS for **RALPH SELLERS & ASSOCIATES**.

My Commission Expires:



*Sandra Dunsavage*  
Notary Public, State of Texas  
Notary's Name Printed:  
Sandra Dunsavage